

REMARKS

By this Amendment, Claim 1 has been cancelled, Claims 2-5 have been amended, and new claims 6-19 have been added. Claims 2-19 are pending. Allowance of all pending claims is respectfully requested.

The Examiner states in the Office Action that Applicants' IDS, filed February 27, 2004, indicates that four non-patent literature documents, comprising "Wells Fargo Time\$aver Solicitations", were submitted, but the Examiner has not been able to locate the documents in the electronic file wrapper. The Examiner therefore requests verification that these documents have been submitted. Applicant believes these documents were submitted as indicated upon the Information Disclosure Statement PTO/SB/08B Form filed on February 27, 2004, and also notes that said documents were of record in Applicant's parent application, Serial No. 10/259,116, as indicated by the November 12, 2003 Information Disclosure Statement filed in that Application, to which this Application claims Priority. For the Examiner's convenience, Applicant submits a duplicate copy of the above-referenced documents herewith.

Applicant thanks the Examiner for the Telephone Interviews conducted with Applicant's representative on November 21-23, 2006 and on March 7, 2007. During the Interviews, Claims 1 and 2 were discussed. Claim 1 was discussed in light of the Section 101 Rejection, namely, Applicant was apprised of the Patent Office's position with respect to the subject matter of this claim. Claim 2 was discussed in view of U.S. Patent Application Publication 20020029194 and U.S. Patent Application Publication 20020077964. In the Interviews, it was discussed that an amendment to Claim 2 to clarify that the refinancing loan agreement is created in the absence of a meeting upon execution of the closing documents solely by the customer would resolve the Examiner's concerns with respect to this Claim.

"Execution" is defined by Black's Law Dictionary as carrying out some act or course of conduct to its completion; the completion, fulfillment, or perfecting of anything, or carrying it into operation and effect. Execution of a contract includes performance of all acts necessary to render it complete as an instrument and imports the idea that nothing remains to be done to make it a complete and effective contract. This would include completion of the instrument, signing and delivery. Blacks Law Dictionary 6th Ed., Pg. 394. A notary or notary public is defined as

one who is authorized by the State or Federal Government to administer oaths, and is defined as one to attest to the authenticity of signatures. Blacks Law Dictionary 6th Ed., Pg. 732.

Accordingly, the language “executed solely by the customer” may include, where applicable, the signing of the document by the customer as witnessed by a notary. In view of the foregoing, Applicant has Amended Claims 2-5 as discussed with the Examiner herein.

Claim 1 stands rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. Claim 1 also stands rejected under 35 U.S.C. § 103(a) as obvious over Lewis et al., U.S. Patent App. Pub. 2002/0029194. Claim 1 has been cancelled herein to expedite allowance of this Application, and in light of the fact that Applicant may present the subject matter thereof in a future application claiming priority to this Application. In no way is Applicant’s cancellation of Claim 1 herein to be considered a surrender of the subject matter taught by this claim or an agreement with the Examiner’s rejection of this claim.

Claims 2–5 stand rejected under 35 U.S.C. § 103(a) as obvious over Brody et al., U.S. Patent App. Pub. 2002/0077964 in view of Lewis. Brody teaches a system of providing consumers with credit information. The Brody system also provides a consumer with the option to obtain pre-approved offers. According to the disclosure, an on-line system is provided for obtaining credit information that, in the same location, provides certain pre-approved offers. The customer may select the types of pre-approved offers he or she would like to receive. Lewis discloses a process for performing an on-line secure transaction. The system is contemplated to use various information, laws, and rules to assemble and gather documents necessary for a closing. However, a closing as provided in Lewis appears to include multiple participants (lawyers, escrow agents, title company representatives, etc.) who each must act to complete this transaction. Additionally, according to Lewis, the relevant transaction occurs on-line. Thus, the only apparent difference from a traditional closing is that each participant conducts his or her closing activity on-line. Therefore, Lewis appears to have taken the traditional closing process and placed same online.

Neither Brody, nor Lewis, alone or in combination disclose a method of refinancing a mortgage loan as set forth in Claims 2-5, as amended, including, among the other elements set forth in the claims, a method of refinancing a mortgage loan in which an offer is prepared that

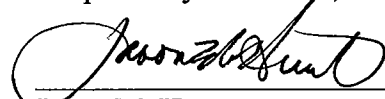
provides a presentation of documents and disclosures including materials setting forth terms of said refinanced mortgage loan, materials providing pre-acceptance disclosures, and instructions describing how said customer may accept said offer. Wherein upon acceptance of the offer by the customer based on the materials setting forth terms of said refinanced mortgage loan, the materials providing pre-acceptance disclosures and conditions, and the instructions describing how said customer may accept said offer, and sending of the closing package to the customer, a refinancing loan agreement is created, in the absence of a meeting, upon said customer solely executing closing documents, based on the instructions included in the closing package.

New claims 6-9, 10-13, 14-17, and 18-19, depend, respectively, from Claims 2, 3, 4, and 5, and are therefore patentable for the reasons set forth above and for the additional features set forth in the claims.

In view of the above remarks, it is respectfully submitted that this Application is in condition for allowance and such action is earnestly solicited. However, should the Examiner have any further point of objection, the Examiner is urged to contact the undersigned via telephone so that a mutual agreement with respect to claim limitations can be reached.

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Respectfully submitted,



Jason M. Hunt
Registration No. 53,048
Dorsey & Whitney LLP
801 Grand Ave., Suite 3900
Des Moines, IA 50309
Telephone: (515) 283-1000
Fax: (515) 283-1060

ATTORNEY FOR APPLICANTS